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Attorney for defendant
DECISION ONE MORTGAGE COMPANY, LLC

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF CALIFORNIA

CODY NICHOLS, an individual, Plaintiff, vs. DEUTSCHE BANK NATIONAL TRUST, as Trustee for Morgan Stanley Loan Trust 2006-HE4, an entity of unknown form; DECISION ONE MORTGAGE COMPANY, LLC, a North Carolina Limited Liability Company; and DOES 1-10, inclusive, Defendants.	CASE NO. 07-CV-2039-L (NLS) **DEFENDANT DECISION ONE MORTGAGE COMPANY, LLC'S ANSWER TO PLAINTIFF'S COMPLAINT** Complaint Filed: October 19, 2007

Defendant DECISION ONE MORTGAGE COMPANY, LLC ("Defendant"), through counsel, files this answer to the complaint filed by plaintiff CODY NICHOLS ("Nichols") and states the following:

INTRODUCTION

1. In response to paragraph 1 of the Complaint, Defendant denies each and every allegation.

JURISDICTION

2. In response to paragraph 2 of the Complaint, Defendant admits that this Court has jurisdiction.

COMMON ALLEGATIONS

3. In response to paragraph 3 of the Complaint, Defendant admits that Nichols is and was a natural person. Defendant lacks sufficient information to admit or deny the remaining allegations contained in this paragraph, and on that basis denies.

4. In response to paragraph 4 of the Complaint, Defendant admits that it is a North Carolina Limited Liability Company. Defendant admits that it is in the business of, among other things, originating consumer credit transactions.

5. In response to paragraph 5 of the Complaint, Defendant lacks sufficient information about defendant Deutsche Bank National Trust Company ("Deutsche") to admit or deny the allegations contained in this paragraph, and on that basis denies.

6. In response to paragraph 6 of the Complaint, Defendant lacks sufficient information about Does 1-10, if any, to admit or deny the allegations contained in this paragraph, and on that basis denies.

7. In response to paragraph 7 of the Complaint, Defendant denies each and every allegation contained in this paragraph.

COMMON FACTUAL ALLEGATIONS

8. In response to paragraph 8 of the Complaint, Defendant realleges and incorporates paragraphs 1 through 7 above as if fully set forth herein.

9. In response to paragraph 9 of the Complaint, Defendant admits that it entered into a consumer credit transaction with Nichols pursuant to a written promissory note in the amount of $294,000.00 and secured by a first deed of trust on Nichols' residence on or about March 1, 2006. Defendant lacks sufficient information to admit or deny the remaining allegations contained in this paragraph, and on that basis denies.

10. In response to paragraph 10 of the Complaint, Defendant denies each and every allegation contained in this paragraph.

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11. In response to paragraph 11 of the Complaint, Defendant lacks sufficient information to admit or deny the allegations contained in this paragraph, and on that basis denies.

12. In response to paragraph 12 of the Complaint, Defendant lacks sufficient information to admit or deny the allegations contained in this paragraph, and on that basis denies.

13. In response to paragraph 13 of the Complaint, Defendant lacks sufficient information to admit or deny the allegations contained in this paragraph, and on that basis denies.

FIRST CAUSE OF ACTION

14. In response to paragraph 14 of the Complaint, Defendant realleges and incorporates paragraphs 1 through 13 above as if fully set forth herein.

15. In response to paragraph 15 of the Complaint, Defendant denies each and every allegation contained in this paragraph.

16. In response to paragraph 16 of the Complaint, Defendant denies each and every allegation contained in this paragraph.

17. In response to paragraph 17 of the Complaint, Defendant denies each and every allegation contained in this paragraph.

18. In response to paragraph 18 of the Complaint, Defendant lacks sufficient information to admit or deny the allegations contained in this paragraph, and on that basis denies.

19. In response to paragraph 19 of the Complaint, Defendant denies each and every allegation contained in this paragraph.

20. In response to paragraph 20 of the Complaint, Defendant denies each and every allegation contained in this paragraph.

SECOND CAUSE OF ACTION

21. In response to paragraph 21 of the Complaint, Defendant realleges and incorporates paragraphs 1 through 20 above as if fully set forth herein.

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22. In response to paragraph 22 of the Complaint, Defendant lacks sufficient information to admit or deny the allegations contained in this paragraph, and on that basis denies.

23. In response to paragraph 22 of the Complaint, Defendant lacks sufficient information to admit or deny the allegations contained in this paragraph, and on that basis denies.

FIRST AFFIRMATIVE DEFENSE

(Failure to State a Claim)

24. As a first and separate affirmative defense, Defendant alleges that the Complaint, and each cause of action alleged therein, fails to state a claim upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

(Statute of Limitations)

25. As a second and separate affirmative defense, Defendant alleges that Nichols may not recover damages because this action was filed beyond the one-year limitations period provided under the Truth in Lending Act ("TILA").

THIRD AFFIRMATIVE DEFENSE

(Laches)

26. As a third and separate affirmative defense, Defendant alleges that the Complaint, and each cause of action alleged therein, is barred by the doctrine of laches.

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WHEREFORE, Defendant prays for relief as follows:

1. That judgment be entered in favor of Defendant and against Nichols;
2. That Nichols takes nothing by way of the Complaint;
3. That Defendant recover its costs of suit incurred herein, and;
4. For such other and further relief as the Court may deem just and proper.

Dated: November 26, 2007

KATTEN MUCHIN ROSENMAN LLP
Stuart M. Richter
Gregory S. Korman
David Newman

By: /s/
Gregory S. Korman
Attorneys for DECISION ONE MORTGAGE COMPANY, LLC

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PROOF OF SERVICE

Cody Nichols v. Deutsche Bank National Trust, et al.
USDC, Southern, Case No. 07-CV-2039-L (NLS)

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. My business address is Katten Muchin Rosenman LLP, 2029 Century Park East, Suite 2600, Los Angeles, CA 90067-3012. On November 26, 2007, I served foregoing document described as **DEFENDANT DECISION ONE MORTGAGE COMPANY, LLC'S ANSWER TO PLAINTIFF'S COMPLAINT** as follows:

	by placing the document(s) listed above in a sealed FedEx envelope and affixing a prepaid airbill and causing the envelope to be delivered to a FedEx agent for delivery to the person(s) at the address(es) set forth below.
X	by placing the document listed above in sealed envelopes with postage thereon fully prepaid, in the United States mail at Los Angeles, California addressed as set forth below.
	by personally delivering the document(s) listed above to the person(s) at the address(es) set forth below.

Deborah L. Raymond, Esq.
380 Stevens Avenue, Suite 205
Solana Beach, CA 92075-2068
Tel. (858) 481-9559
Fax (858) 724-0747
Email draymond@lawinfo.com
Attorneys for Plaintiff

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice the envelope would be deposited with the U.S. Postal Service on that same day in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after the date of deposit for mailing in affidavit.

I declare that I am employed in the office of a member of the bar of this court whose direction the service was made.

Executed on November 26, 2007 at Los Angeles, California.

/s/
DANA M. THOMPSON